



#3

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Stahl, et al.  
Serial No: 10/074,866  
Filing Date: February 13, 2002

Examiner: Unknown  
Art Unit: 2164  
Our file no: 33605.00.0002

RECEIVED

SEP 17 2002

Title: SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN

OFFICE OF PETITIONS

Assistant Commissioner for Patents  
Box Missing Parts  
U.S. Patent and Trademark Office  
Washington, D.C. 20231

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*I hereby certify that this piece of correspondence and its associated papers are being deposited with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.10, addressed to: Assistant Commissioner for Patents, Box Missing Parts, U.S. Patent and Trademark Office, Washington, D.C. 20231, on the date shown below.*

9/12/02

Rosalie Swanson

Date Rosalie Swanson

### PETITION UNDER 37 C.F.R. §1.47(a)

I, David J. Arts, Vice President, Chief Financial Officer and Chief Operating Officer of LDF, Inc., hereby petitions the United States Patent and Trademark Office ("USPTO") to accept the declaration and power of attorney executed by three of the four joint inventors of the above-identified application on behalf of themselves and on behalf of a fourth, non-signing inventor.

As part of this Petition, I hereby state as follows:

I. I am a citizen of the United States of America, residing at 4303 Woodland Ave; Western Springs, IL 60558

II. I am authorized to act on behalf of LDF, Inc., 4343 North Elston Avenue, Chicago, Illinois, the entity with sufficient proprietary interest in the above-identified application to prosecute or conduct business with the USPTO with respect to the same. A statement establishing proprietary interest in the above-identified application is attached hereto as Exhibit 1.

III. Upon information and belief, Herbert R. Williams, is a joint inventor of the above-identified application. Mr. Williams' citizenship and last known address are provided below:

Citizenship: UNITED STATES OF AMERICA

Last Known Address: 600 S. Dearborn, #611, Chicago, Illinois 60605

IV. At the time the above-identified application was filed, Mr. Williams, the non-signing inventor was an officer of LDF, Inc. and had a fiduciary duty to act in the best interests of LDF, Inc. and, therefore, was obligated to execute the declaration relating to the above-identified application.

V. The remaining joint inventors of the above-identified application: Lowell I. Stahl, Frank J. Kross, and Frank J. Perroni, have executed the declaration relating to the above-identified application. A copy of this declaration is attached hereto as Exhibit 2.

VI. LDF, Inc. has made numerous attempts to contact Mr. Williams, the non-signing inventor, for the purpose of having Mr. Williams execute the declaration. The attempts to contact Mr. Williams are outlined in detail (with corresponding documentation) in the STATEMENT OF FACTS IN SUPPORT OF PETITION UNDER 37 C.F.R. §1.47(a), which is attached hereto as Exhibit 3.

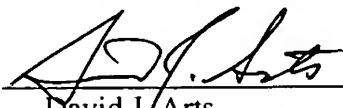
VII. As of the date of this Petition, Mr. Williams has refused to sign and return the declaration relating to the above-identified application to LDF, Inc.

VIII. The above-identified application will become abandoned if this Petition is not granted and the accompanying declaration is not accepted and made of record. LDF, Inc. will suffer irreparable damage if the above-identified application becomes abandoned. As illustrated in the accompanying Statement of Facts that support this Petition, LDF, Inc. has been diligent in its efforts to contact the non-signing inventor in order to get the declaration executed for filing with the USPTO. It would be unfair to punish LDF, Inc. by allowing the above-identified application to become abandoned based on the refusal of a single inventor to execute documents that have been supplied to and received by the same on numerous occasions, and that the inventor was obligated to execute. The failure of the declaration not being executed is not the fault of, and out of the control of LDF, Inc. Penalizing LDF, Inc. for the non-acts of an individual would be grossly unfair.

IX. The Commissioner is hereby authorized to charge the petition fee (37 C.F.R. §1.17) and any underpayment, or credit any overpayment to Deposit Account No. 22-0259, for any payment in connection with this Petition, including any fees for extension of time, which may be required.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

By:



David J. Arts

Vice President, Chief Financial Officer  
and Chief Operating Officer

Date:

Sept. 6, 2002



**COMBINED DECLARATION AND  
POWER OF ATTORNEY FOR PATENT APPLICATION**

As below-named inventors, we hereby declare that:

The residence, post office address and citizenship is as stated below next to each name.

We believe we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**"SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN"**

the specification of which is filed concurrently herewith, and identified by Attorney Docket No. 33605.00.0002.

We hereby state that we have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendments referred to above.

We acknowledge the duty to disclose information which is material to the examination and patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

We hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventors' certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed: NONE

We hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, we acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application: NONE

We hereby appoint Angelo J. Bufalino, 29,622, James T. FitzGibbon, Reg. No. 20,592, Ludwig E. Kolman, Reg. No. 32,473, Joseph P. Krause, Reg. No. 32,578, Richard A. Zachar, Reg. No. 25,560, Christopher J. Reckamp, Reg. No. 34,414, Michael J. Turgeon, Reg. No. 39,404, Christopher P. Moreno, Reg. No. 38,566, Loren H. McRoss, Reg. No. 40,427 and Timothy J. Bechen, Reg. No. 48,126 as our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith. Address all correspondence to:

Angelo J. Bufalino, Esq.  
VEDDER, PRICE, KAUFMAN & KAMMHOLZ  
222 North LaSalle Street, 24th Floor  
Chicago, Illinois 60601

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief is believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of inventor: Lowell I. Stahl

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence: 19 Bridlewood Road, Northbrook, Illinois 60062

Citizenship: U.S.

Post Office Address: 600 S. Dearborn #611, Chicago, Illinois 606062

\* \* \* \* \*

Full name of inventor: Frank J. Kross

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence: 1350 Arbor Drive, Lemont, Illinois 60439

Citizenship: U.S.

Post Office Address: 1350 Arbor Drive, Lemont, Illinois 60439

\*\*\*\*\*

Full name of inventor: Frank J. Perroni

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence: 14150 Monticello Circle, Plainfield, Illinois 60544

Citizenship: U.S.

Post Office Address: 14150 Monticello Circle, Plainfield, Illinois 60544

\*\*\*\*\*

Full name of inventor: Herbert R. Williams

Inventor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence: 600 S. Dearborn #611, Chicago, Illinois 60605

Citizenship: U.S.

Post Office Address: 600 S. Dearborn #611, Chicago, Illinois 60605

\*\*\*\*\*



## **COMBINED DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION**

As below-named inventors, we hereby declare that:

The residence, post office address and citizenship is as stated below next to each name.

We believe we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

### **"SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN"**

the specification of which is filed concurrently herewith, and identified by Attorney Docket No. 33605.00.0002.

We hereby state that we have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendments referred to above.

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We hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, we acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application: NONE

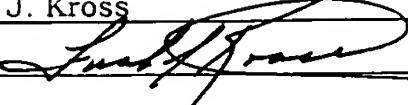
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Angelo J. Bufalino, Esq.  
VEDDER, PRICE, KAUFMAN & KAMMHOLZ  
222 North LaSalle Street, 24th Floor  
Chicago, Illinois 60601

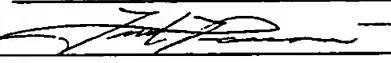
We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief is believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of inventor: Lowell I. Stahl  
Inventor's Signature: Lowell I. Stahl  
Date: 1-15-02  
Residence: 19 Bridlewood Road, Northbrook, Illinois 60062  
Citizenship: U.S.  
Post Office Address: 600 S. Dearborn #611, Chicago, Illinois 606062

\* \* \* \* \*

Full name of inventor: Frank J. Kross  
Inventor's Signature:   
Date: 1-15-02  
Residence: 1350 Arbor Drive, Lemont, Illinois 60439  
Citizenship: U.S.  
Post Office Address: 1350 Arbor Drive, Lemont, Illinois 60439

\*\*\*\*\*

Full name of inventor: Frank J. Perroni  
Inventor's Signature:   
Date: 1-15-02  
Residence: 14150 Monticello Circle, Plainfield, Illinois 60544  
Citizenship: U.S.  
Post Office Address: 14150 Monticello Circle, Plainfield, Illinois 60544

\*\*\*\*\*

Full name of inventor: Herbert R. Williams  
Inventor's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Residence: 600 S. Dearborn #611, Chicago, Illinois 60605  
Citizenship: U.S.  
Post Office Address: 600 S. Dearborn #611, Chicago, Illinois 60605

\*\*\*\*\*

ASSIGNMENT

WHEREAS, Lowell I. Stahl, an individual, of 19 Bridlewood Road, Northbrook, Illinois 60062; Frank J. Kross, an individual, of 1350 Arbor Drive, Lemont, Illinois 60439; Frank J. Perroni, an individual, of 14150 Monticello Circle, Plainfield, Illinois 60544; and Herbert R. Williams, an individual, of 600 S. Dearborn #611, Chicago, Illinois 60605, (hereinafter sometimes called the "Assignors"), have made new and useful inventions and improvements in: "SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN", for a full description of which reference is hereby made to an application for Letters Patent of the United States, executed on \_\_\_\_\_ by said Assignors and identified as Atty. Docket No. 33605.00.0002.

WHEREAS, LDF, Inc., a Delaware Corporation, having a place of business at 4343 North Elston Avenue, Chicago, Illinois 60641 (hereinafter sometimes called "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, to the application above identified, and in, to and under Letters Patent which may be obtained for said invention, and to other applications or patents covering said inventions, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by said Assignors, the Assignors have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said Assignee, the entire right, title, and interest for the United States in and to the invention and application hereinabove identified, and in and to any and all divisional, continuation, continuation-in-part, reissue, or reexamination applications, and in and to any Letters Patent of the United States that may issue (or reissue) for said invention on any one or more of said applications, together with the entire right, title, and interest in and to said invention and related or counterpart applications for Letters Patent and Letters Patent therefor in all countries foreign to the United States, including the right to

claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue.

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist their said Assignee in the prosecution of any of the applications herein referred to; in the making and prosecution of any other applications for Letters Patent that the said Assignee may elect to make covering the invention herein referred to, including any divisional, continuation, or continuation-in-part application; or any application to reexamine or reissue any patent referred to herein; in vesting in the said Assignee exclusive title in and to all applications and Letters Patent referred to herein; and in the prosecution of any interference, infringement, or other action that may arise involving said invention or any claim thereto or thereunder, or any application or Letters Patent herein referred to; and they will execute and deliver to the said Assignee any and all additional papers that may be requested by said Assignee to vest title in said Assignee in the United States and in countries foreign thereto, and will otherwise fully carry out the terms of this agreement.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the said Assignee in accordance with the terms of this assignment.

IN TESTIMONY WHEREOF, the said Assignors have hereunto set his hand and affixed his seal.

---

LOWELL I. STAHL

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
                   )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Lowell I. Stahl, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2001.

---

Notary Public

My Commission Expires:

---

\* \* \* \* \*

---

FRANK J. KROSS

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
                    )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Frank J. Kross, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

---

Notary Public

My Commission Expires:

---

\* \* \* \* \*

---

FRANK J. PERRONI

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                    ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Frank J. Perroni, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

---

Notary Public

My Commission Expires:

---

\* \* \* \* \*

---

HERBERT R. WILLIAMS

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
                  )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Herbert R. Williams, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2001.

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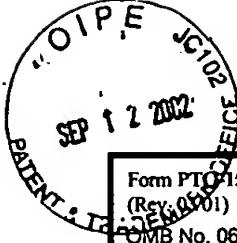
Notary Public

My Commission Expires:

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COPY



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Tab settings

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lowell I. Stahl, Frank J. Kross and  
Frank J. Perroni

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 01/15/2002

2. Name and address of receiving party(ies)

Name: LDF, Inc.

RECEIVED

Internal Address: \_\_\_\_\_

SEP 17 2002

OFFICE OF PETITIONS

4343 N. Elston Avenue

Street Address: \_\_\_\_\_

City: Chicago State: IL Zip: 60641

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s): U.S. Serial no. 10/069,811

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/074,866

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Angelo J. Bufalino

Vedder, Price, Kaufman &

Internal Address: Kammholz

6. Total number of applications and patents involved:  1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

Charge any deficiencies or credit any overpayment to:

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Angelo J. Bufalino

Name of Person Signing

Signature

9/12/02

Date

Total number of pages including cover sheet, attachments, and documents:  7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

ASSIGNMENT

COPY

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SEP 17 2002

OFFICE OF PETITIONS

WHEREAS, Lowell I. Stahl, an individual, of 19 Bridlewood Road, Northbrook, Illinois 60062; Frank J. Kross, an individual, of 1350 Arbor Drive, Lemont, Illinois 60439; Frank J. Perroni, an individual, of 14150 Monticello Circle, Plainfield, Illinois 60544; and Herbert R. Williams, an individual, of 600 S. Dearborn #611, Chicago, Illinois 60605, (hereinafter sometimes called the "Assignors"), have made new and useful inventions and improvements in: "SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN", for a full description of which reference is hereby made to an application for Letters Patent of the United States, executed on JANUARY 15, 2002 by said Assignors and identified as Atty. Docket No. 33605.00.0002.

WHEREAS, LDF, Inc., a Delaware Corporation, having a place of business at 4343 North Elston Avenue, Chicago, Illinois 60641 (hereinafter sometimes called "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, to the application above identified, and in, to and under Letters Patent which may be obtained for said invention, and to other applications or patents covering said inventions, as hereinafter more fully set forth;

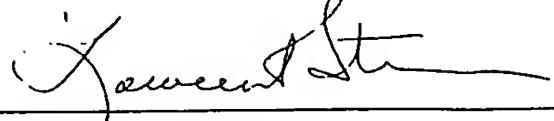
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by said Assignors, the Assignors have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said Assignee, the entire right, title, and interest for the United States in and to the invention and application hereinabove identified, and in and to any and all divisional, continuation, continuation-in-part, reissue, or reexamination applications, and in and to any Letters Patent of the United States that may issue (or reissue) for said invention on any one or more of said applications, together with the entire right, title, and interest in and to said invention and related or counterpart applications for Letters Patent and Letters Patent therefor in all countries foreign to the United States, including the right to

claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue.

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist their said Assignee in the prosecution of any of the applications herein referred to; in the making and prosecution of any other applications for Letters Patent that the said Assignee may elect to make covering the invention herein referred to, including any divisional, continuation, or continuation-in-part application; or any application to reexamine or reissue any patent referred to herein; in vesting in the said Assignee exclusive title in and to all applications and Letters Patent referred to herein; and in the prosecution of any interference, infringement, or other action that may arise involving said invention or any claim thereto or thereunder, or any application or Letters Patent herein referred to; and they will execute and deliver to the said Assignee any and all additional papers that may be requested by said Assignee to vest title in said Assignee in the United States and in countries foreign thereto, and will otherwise fully carry out the terms of this agreement.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the said Assignee in accordance with the terms of this assignment.

IN TESTIMONY WHEREOF, the said Assignors have hereunto set his hand and affixed his seal.

  
\_\_\_\_\_  
LOWELL I. STAHL

Dated: 1-15-02

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Lowell I. Stahl, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

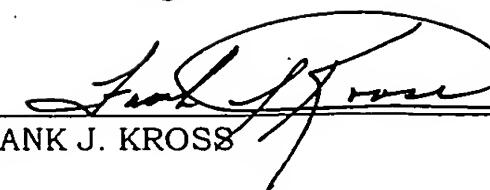
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\*\*\*\*\*



Frank J. Kross

FRANK J. KROSS

Dated: 1-15-02

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Frank J. Kross, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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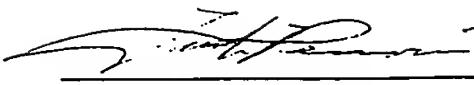
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Notary Public

My Commission Expires:

---

\* \* \* \* \*



---

FRANK J. PERRONI

Dated: 1-15-02

STATE OF \_\_\_\_\_ )  
                    ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Frank J. Perroni, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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---

Notary Public

My Commission Expires:

---

\* \* \* \* \*

---

HERBERT R. WILLIAMS

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
                  )

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---

Notary Public

My Commission Expires:

---

\* \* \* \* \*

ASSIGNMENT

WHEREAS, Lowell I. Stahl, an individual, of 19 Bridlewood Road, Northbrook, Illinois 60062; Frank J. Kross, an individual, of 1350 Arbor Drive, Lemont, Illinois 60439; Frank J. Perroni, an individual, of 14150 Monticello Circle, Plainfield, Illinois 60544; and Herbert R. Williams, an individual, of 600 S. Dearborn #611, Chicago, Illinois 60605, (hereinafter sometimes called the "Assignors"), have made new and useful inventions and improvements in: "SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN", for a full description of which reference is hereby made to an application for Letters Patent of the United States, executed on JANUARY 15, 2002 by said Assignors and identified as Atty. Docket No. 33605.00.0002.

WHEREAS, LDF, Inc., a Delaware Corporation, having a place of business at 4343 North Elston Avenue, Chicago, Illinois 60641 (hereinafter sometimes called "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, to the application above identified, and in, to and under Letters Patent which may be obtained for said invention, and to other applications or patents covering said inventions, as hereinafter more fully set forth;

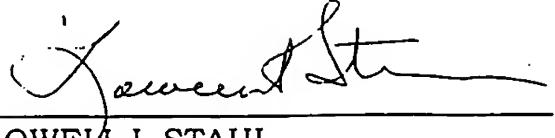
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by said Assignors, the Assignors have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said Assignee, the entire right, title, and interest for the United States in and to the invention and application hereinabove identified, and in and to any and all divisional, continuation, continuation-in-part, reissue, or reexamination applications, and in and to any Letters Patent of the United States that may issue (or reissue) for said invention on any one or more of said applications, together with the entire right, title, and interest in and to said invention and related or counterpart applications for Letters Patent and Letters Patent therefor in all countries foreign to the United States, including the right to

claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue.

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist their said Assignee in the prosecution of any of the applications herein referred to; in the making and prosecution of any other applications for Letters Patent that the said Assignee may elect to make covering the invention herein referred to, including any divisional, continuation, or continuation-in-part application; or any application to reexamine or reissue any patent referred to herein; in vesting in the said Assignee exclusive title in and to all applications and Letters Patent referred to herein; and in the prosecution of any interference, infringement, or other action that may arise involving said invention or any claim thereto or thereunder, or any application or Letters Patent herein referred to; and they will execute and deliver to the said Assignee any and all additional papers that may be requested by said Assignee to vest title in said Assignee in the United States and in countries foreign thereto, and will otherwise fully carry out the terms of this agreement.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the said Assignee in accordance with the terms of this assignment.

IN TESTIMONY WHEREOF, the said Assignors have hereunto set his hand and affixed his seal.

  
\_\_\_\_\_  
LOWELL I. STAHL

Dated: 1-15-02

STATE OF \_\_\_\_\_ )  
                    ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Lowell I. Stahl, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\*\*\*\*\*



Frank J. Kross

FRANK J. KROSS

Dated: 1-15-02

STATE OF \_\_\_\_\_ )  
                    ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Frank J. Kross, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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Notary Public

My Commission Expires:

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FRANK J. PERRONI

Dated: 1-15-02

STATE OF \_\_\_\_\_ )  
                    ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Frank J. Perroni, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2001.

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Notary Public

My Commission Expires:

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HERBERT R. WILLIAMS

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                    ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Herbert R. Williams, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2001.

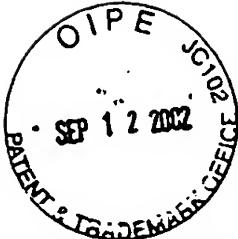
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Notary Public

My Commission Expires:

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Stahl, et al.  
Serial No.: 10/074,866  
Filing Date: February 13, 2002

Examiner: Unknown  
Art Unit: 2164  
Our file no.: 33605.00.0002

Title: **SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN**

### STATEMENT ESTABLISHING PROPRIETARY INTEREST IN PATENT APPLICATION

I, David J. Arts, Vice President, Chief Financial Officer and Chief Operating Officer of LDF, Inc., residing at 4303 Woodland Ave; Western Springs, IL 60558

make this statement as to the facts establishing the proprietary interest of LDF, Inc., in the above-identified application.

I. As of the date of this Statement, the proprietary interest in this invention and above-identified application belong to LDF, Inc., 4343 North Elston Avenue, Chicago, Illinois, and I am authorized to act on behalf of LDF, Inc.

II. The proprietary interest believed to be established by the attached copy of the assignment of the above-identified application from the inventors to LDF, Inc. ("Assignee"). A copy of this assignment is attached hereto as Exhibit A. As shown, the assignment has been executed by all of the remaining co-inventors.

III. At the time the remaining co-inventors executed the declaration and assignment documents relating to the above-identified application, Herbert R. Williams, the non-signing inventor, was an officer of the Assignee and, therefore, had a fiduciary duty to act in the best interests of the Assignee and thus assign his interests to Assignee.

IV. In accordance with 37 C.F.R. §3.73, the undersigned hereby states that the evidentiary documents with respect to ownership of the above-identified application have been reviewed and that, to the best of my knowledge and belief, title is in the Assignee seeking to take this action.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

By:   
David J. Arts

Date: Sept. 6, 2002



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Stahl, et al.  
Serial No.: 10/074,866  
Filing Date: February 13, 2002

Examiner: Unknown  
Art Unit: 2164  
Our file no.: 33605.00.0002

Title: **SINGLE PREMIUM ANNUITY FOR SATISFYING AN EQUITY LOAN**

### **STATEMENT OF FACTS IN SUPPORT OF PETITION UNDER 37 C.F.R. §1.47(a)**

I, David J. Arts, Vice President, Chief Financial Officer and Chief Operating Officer of LDF, Inc., 4343 North Elston Avenue, Chicago, Illinois, state as follows:

I have first hand knowledge of the facts recited herein.

This statement is made as to the exact facts that are being relied upon to establish the diligent efforts made to secure the execution of the declaration and assignment documents and subsequent refusal to perform the same by the non-signing inventor, identified below, relating to the above-identified application before deposit thereof with the United States Patent and Trademark Office ("USPTO"). Because signing on behalf of the non-signing inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

**I. Last Known Address of the Non-Signing Inventor** The non-signing inventor of the above-identified application is: Herbert R. Williams. His last known address is: 600 S. Dearborn, #611, Chicago, Illinois 60605.

**II. Fiduciary Duty of Non-Signing Inventor** The non-signing inventor, Herbert R. Williams, was an officer of LDF, Inc. at the time of filing the above-identified application and, as such, had a fiduciary duty to act in the best interests of LDF, Inc., and therefore execute the declaration and assignment documents relating to the above-identified application.

**III. Details of Efforts to Contact Non-Signing Inventor** The efforts to contact the non-signing inventor are provided below. Documentation corresponding to the several attempts, where applicable, is provided at the end of this statement, as indicated below.

i. On or about November 29, 2001, a draft of the above-identified application was sent to Mr. Williams, by letter to Mr. Frank Kross, along with declaration and assignment documents that were to be executed upon completion of the review. A copy of the letter indicating that Mr. Williams was to sign the Declaration and Power of Attorney documents is attached hereto as Exhibit A. Mr. Williams did not respond to this letter.

ii. On or about December 10, 2001, I approached Mr. Williams about the status of his patent application review and his willingness to execute the previously provided declaration and assignment documents. At this time, Mr. Williams gave me no indication that he would not execute the aforementioned documents.

iii. On or about, December 14, 2001, a revised version of the above-identified application was provided to Mr. Williams for review and comment. Also provided with the revised application was a revised set of declaration and assignment documents for the application. A true and exact copy of the revised declaration and assignment documents is provided hereto as Exhibit B. As shown, Mr. Williams is listed as a co-inventor on the application. At that time, I instructed Mr. Williams to execute the declaration and assignment documents upon his completion of his review.

iv. On or about December 20, 2001, I was informed by Mr. Williams that he had completed his review of the application and that no further revisions were necessary. In response thereto, on or about January 4, 2002, I instructed Mr. Williams to execute the corresponding declaration, citing Mr. Williams' fiduciary duty as being an employee and officer of LDF, Inc.. At that time, Mr. Williams refused to execute refused to execute the documents, citing no reason for his refusal.

v. On or about January 7, 2002, I approached Mr. Williams again and instructed him to execute the declaration provided on or about December 14, 2001. Mr. Williams again refused to sign the declaration.

vi. On or about February 1, 2002, I had a meeting with Mr. Williams and, again, instructed Mr. Williams to execute the declaration for the above-identified application. During our meeting, I again informed Mr. Williams of his fiduciary duty and responsibility to LDF, Inc. Again, Mr. Williams refused to execute the declaration; however, he stated "...he would think about it...".

vii. On or about February 14, 2002, Mr. Williams contacted me and stated that he was not going to execute the declaration. He gave no reason for his refusal to execute the document.

viii. On or about July 1, 2002, Mr. Williams contacted me and stated that he had changed his mind and would execute the declaration and assignment documents. Mr. Williams asked me to provide him with a copy of the declaration and assignment documents.

ix. On or about July 2, 2002, LDF, Inc. sent Mr. Williams another copy of the revised declaration and assignment documents, along with a copy of the above-identified application. The address on the letter was 600 South Dearborn, #611; Chicago, Illinois 60605, Mr. Williams' last known address. A copy of the cover letter, enclosed with the copy of the application, instructing Mr. Williams to review and sign the declaration and assignment documents is attached hereto as Exhibit C.

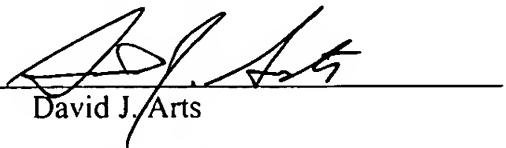
x. On or about July 15, 2002, Mr. Williams acknowledged receipt of the July 2, 2002 letter and enclosures. However, Mr. Williams stated that he would not execute the documents. Mr. Williams gave no reason for his refusal to execute the documents. There has been no further communication with Mr. Williams.

**IV. Irreparable Damage to LDF, Inc. will result if the Person with Sufficient Proprietary Interest in the above-identified application is not allowed to sign the declaration on behalf of Mr. Williams**

The above-identified application will become abandoned if the accompanying Declaration for Signature by Persons with Sufficient Proprietary Interest in the same is not filed on behalf Mr. Williams. LDF, Inc. will suffer irreparable harm if the above-identified application becomes abandoned. LDF, Inc. has been diligent in trying to contact Mr. Williams and getting the same to execute the declaration and assignment documents relating to the above-identified application, and filing the same with the United States Patent and Trademark Office. LDF, Inc. should not be penalized for the failure of a single inventor refusing to execute documents that have been supplied to and received by him on several occasions.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

By:



David J. Arts

Date:

Sept. 6, 2002

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